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7	Attorneys for Plaintiff, The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders CWALT, Inc., Alternative Loan Trust 2006-OC7, Mortgage Pass-Through		
8	Certificates		
9	UNITED STATES DISTRICT COURT		
10	DISTRICT OF NEVADA		
11	THE BANK OF NEW YORK MELLON FKA	Case No.: 2:21-cv-00351-APG-DJA	
12	THE BANK OF NEW YORK, AS TRUSTEE		
	FOR THE CERTIFICATEHOLDERS CWALT, INC., ALTERNATIVE LOAN	STIPULATION AND ORDER TO	
13	TRUST 2006-OC7, MORTGAGE PASS-	CONTINUE STAY OF CASE	
14	THROUGH CERTIFICATES,		
15	Plaintiff,		
16	vs.		
17	FIDELITY NATIONAL TITLE GROUP,		
18	INC.; CHICAGO TITLE INSURANCE COMPANY; CHICAGO TITLE AGENCY		
	OF NEVADA; DOES I through X; and ROES		
19	XI through XX,		
20	Defendants.		
21			
22	Plaintiff, The Bank of New York Mellon FKA The Bank of New York, as Trustee for the		
23	Certificateholders CWALT, Inc., Alternative Loan Trust 2006-OC7, Mortgage Pass-Through		
24	Certificates ("Plaintiff") and Defendants Fidelity National Title Group, Inc., Chicago Titl		
25	Insurance Company and Chicago Title Agency of Nevada ("Defendants", and with Plaintiff, th		
26	"Parties"), by and through their undersigned counsel, hereby stipulate as follows:		
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This matter involves a title insurance coverage dispute wherein Plaintiff contends, and Defendants disputes, that the title insurance claim involving an HOA assessment lien and subsequent sale was covered by the subject policy of title insurance. There are now currently pending in the United States District Court for the District of Nevada and Nevada state courts more than one-hundred actions between national banks, on the one hand, and title insurers, on the other hand. In virtually all of these actions, the title insurer underwrote an ALTA 1992 or ALTA 2006 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9 and/or CLTA 115.2/ALTA 5 Endorsements.

This matter was previously stayed pending a Ninth Circuit appeal in *Wells Fargo Bank*, *N.A. v. Fidelity Nat'l Title Ins. Co.*, Ninth Circuit Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-WGC) ("*Wells Fargo II*") [ECF No. 10], which resolved on November 21, 2021.

The Parties have conferred and believe another limited six-month stay is warranted. The *PennyMac Corp. v. Westcor Land Title Ins. Co.*, Nevada Supreme Court Case No. 83737 ("*PennyMac*") appeal remains pending. Additionally, there is another fully briefed appeal to the Nevada Supreme Court involving a similar coverage dispute in *Deutsche Bank Nat'l Trust Co. v. Fidelity Nat'l Title Ins. Co.*, Nevada Supreme Court Case No. 84161 ("*Deutsche Bank*"). Both *PennyMac* and *Deutsche Bank* are fully briefed, but oral argument has not been set. The Parties anticipate that the Nevada Supreme Court's decisions in the foregoing appeals may touch upon issues regarding the interpretation of policy and claims handling, that could potentially affect the disposition of the instant action.

Accordingly, the Parties believe an additional stay of six months in the instant action will best serve the interests of judicial economy. The Parties request that the action be stayed for an additional six months, through and including, July 27, 2023. The Parties are to submit a Joint Status Report on or before July 27, 2023. The Parties further agree that this stipulation and stay of this case is entered based on the specific circumstances surrounding this particular case, and that this stipulation shall not be viewed as a reason for granting a stay in any other pending matter.

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1	NOW THEREFORE, the Parties, by and through their undersigned counsel, hereby		
2	stipulate and agree as follows:		
3	1.	In the interests of judicial economy	and in efforts to preserve the Parties' resources,
4		the Parties request that this action b	pe STAYED FOR AN ADDITIONAL SIX (6)
5		MONTHS, through and including, I	July 27, 2023.
6	2.	All deadlines currently set in this case	se shall remain VACATED .
7	3.	3. The Parties are to submit a Joint Status Report on or before July 27, 2023.	
8	4. By entering into this Stipulation, none of the Parties is waiving its right to		
9		subsequently move the Court for an	order lifting the stay in this action.
10	5.	Notwithstanding this Stipulation, the	he Parties may continue to conduct third-party
11		discovery (including by issuing an	d enforcing third-party subpoenas) to preserve
12		evidence.	
13	IT	IS SO STIPULATED.	
14	DATED	this 7 th day of February, 2023.	DATED this 7 th day of February, 2023.
15	WRIGHT	Γ, FINLAY & ZAK, LLP	SINCLAIR BRAUN LLP
16	/s/ Linds	ay D. Dragon	/s/ Kevin S. Sinclair
17		D. Dragon, Esq. Bar No. 13474	Kevin S. Sinclair, Esq. Nevada Bar No. 12277
18	7785 W.	Sahara Ave., Suite 200	16501 Ventura Boulevard, Suite 400
19		as, NV 89117 for Plaintiff, The Bank of New York	Encino, California 91436 Attorney for Defendants Fidelity National
20	1	TKA The Bank of New York, as for the Certificateholders CWALT,	Title Group, Inc.; Chicago Title Insurance Company; and Chicago Title Agency of
21	Inc., Alternative Loan Trust 2006-OC7,		Nevada
22	Mortgag	e Pass-Through Certificates	
23	IT IS SO	ORDERED.	
24			
25	Dated this	8th day of February, 2023.	
26			(4)
27		U	NITED STATES DISTRICT JUDGE
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